

**EXHIBIT 41**

**RECEIVED**

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9/8/19

**PLANNING BOARD  
GRAFTON, MA**

This is in regards to the Project in Permitting Phase:

84 Snow Road Rear - Crown Castle Towers 06-2, LLC - Wireless Communications Facility

Town of Grafton Planning Board Meetings from 7/8/19 and 7/22/19.

After reviewing the transcripts from the two Planning Board Meetings on 7/8/19 and 7/22/19, I came across some things that were said that do not add up.

**I have Two (2) Questions, Statements and a Request for the Board to Take Action:**

**7/8/19 Meeting:**

During his comments, Mr. Loftus was asking about what was going on with the current site at 20 Indian Path, he specifically stated in part, as listed on:

**Page 113, Lines 7-12:**

“...And I talked a lot to Joe, you know, what is going on with this Indian Path thing? I still think there is a lot of unanswered questions there. Why is that not still a viable option, right? Indian Path has been there for 20 years, why can't you make some sort of –”

Then Mr. Mayo's responds:

**Page 113, Lines 13-24**

MR. MAYO: Would you like us to speak to that, to the extent that we can?

MR. MAYO: I mean I can assure you I would not be sitting up here if we did not have to be here. This is not something we enjoy. We have a responsibility to our customers on that tower, 911, you know, they run E-911 through cell towers. You know, the responsibility to the constituents to maintain contiguous coverage on these towers.

**Page 114, Lines 1-20:**

And as you were explaining the deal, as Mr. Laydon was explaining the deal, you can see we've been left with quite an onerous situation here. That we've had no indication from this third party that they're going to extend the lease. So if we get to the time the lease expires, then what? You know, we're here for a backup plan. All right? We certainly, you know, that's our goal here. To have a backup plan if nothing else occurs of that tower.

So if you guys have specific questions, I mean obviously we can't get into dollar for dollar financials, I mean that's -- that's confidential. But I mean that's what we've been left with. I mean, you explained, your research was really good, and, you know, you found where they bought a piece of parcel for 3 million, they cut it out, they own the tower lease area now and **we've had no indication they're going to extend.**

**Question #1:**

**Mr. Mayo stated that they have had no indication from this 3<sup>rd</sup> party that they are going to extend the lease.**

**How would Mr. Mayo and or Crown Castle know that, as according to American Tower's own in-house council (7/22/19 Meeting) they have NOT been contacted by Crown Castle representatives at the time of the above referenced statements?**

**Moving forward to the 7/22/19 Meeting:**

**Page 230, Lines 18-24:**

MR. CAEZZA: Good evening, Nick Caezza, in-house counsel for American Tower. Thanks for having me. Yes, I am actually here, not just a rumor.

CHAIRMAN ROBBINS: Welcome.

MR. CAEZZA: Address is 10 Presidential Way, Woburn, Massachusetts. I think I'll try to

**Page 231, Lines 1-7:**

be brief, I know it's getting late, I know we've had several hours of this already. I think start by saying we're happy to hear that Crown Castle is going to continue this, I think that's the best option here. **Certainly we weren't contacted before**, but we're happy to have discussions now.

**Page 232, Lines 5-8:**

I'll close on the fact that **we're happy to work with Crown Castle. We've reached out to them this afternoon**, hopefully we get some more stuff going soon.

**Question #2:**

**Mr. Nick Caezza, who is the in-house council for American Tower, stated that they were NOT contacted before (by the applicant about this). They (American Tower) are happy to work with Crown Castle. They (American Tower) reached out to them today (this afternoon of 7/22/19).**

**Why has Crown Castle implied that they have reached out to American Tower, prior to 7/22/19, when they have not?**

**Page 235, Lines 16-24:**

MR. DAVE: So I don't -- Jason, Jason mentioned that this is a backup plan. That means this is a plan B. I think everybody related to this thing I would like to know what the plan A is if plan B doesn't work.

MR. MAYO: We don't know.

MR. MANOUGIAN: This is their backup plan. They don't have another plan right now, so.

**Page 236, Lines 1-6:**

MR. DAVE: So this is the plan?

MR. MANOUGIAN: This is the plan because we will try, but the numbers aren't going to work is my guess.

MR. HASSINGER: That's a guess.

MR. MANOUGIAN: Well –

**Statements and a Request for the Board to Take Action:**

Mr. Mayo stated that he does NOT know what “Plan A” is if “Plan B” doesn’t work.

“Plan A” is to negotiate with ATC for the 20 Indian Path site. According to ATC’s in-house council, Crown Castle has NOT even contacted them about this (As of 7/22/19).

Then, as mentioned above, during the 7/8/19 Meeting, Mr. Mayo stated in part:

That we've had no indication from this third party that they're going to extend the lease.

and

we've had no indication they're going to extend.

Well, now that we know that Mr. Mayo and or Crown Castle did NOT contact ATC (American Tower), those Two (2) statements above are correct (though VERY misleading).

As it is impossible for a 3<sup>rd</sup> party (ATC), which has NOT been notified by the Applicant (Crown Castle), to indicate anything until they are actually made aware of the situation.

Crown Castle's representatives deceptively implied that they had been negotiating with ATC throughout the "Pre-meeting" at the Auditorium and at the 7/8/19 + 7/22/19 meetings.

It must be duly noted and the Board should demand an explanation as to why they (Crown Castle's Representatives) misled through implied deception.

Thank You.

Dave Lindblad